

Captain's Orders, Inc. Winter Storage Agreement
Read Thoroughly And Keep This Portion For Your Records

IN CONSIDERATION OF Captain's Orders, Inc., Valparaiso, Indiana, hereinafter referred to as "Captain's Orders, Inc." furnishing to the person, firm, or corporation, hereinafter called "Owner" storage rental space at Captain's Orders, Inc. storage facility, Valparaiso, Indiana, for winter storage during the winter season and the Owner paying the rental fee set forth by the Captain's Orders, Inc. Captain's Orders, Inc. and the Owner agrees as follows:

1. The winter storage space rented is from October 1, 2009 to May 1, 2010
2. The Owner's boat description and name (if applicable), along with other pertinent information, appear on the enclosed contract form.
3. The rental fee for the storage space rental is payable immediately, and in any event prior to occupying the rented space.
4. Owner will comply with all rules and regulations issued by Captain's Orders, Inc. relating to the storage facility.
5. Owner agrees to carry liability insurance for no less than one hundred thousand dollars (\$100,000.00) for injury to the person or property of another that might arise from the use or movement of Owner's boat or the repair or refinishing of said boat during the term of this agreement. **Owner must furnish Captain's Orders, Inc. with a certificate of insurance coverage at the time of the execution of this agreement.**
6. Owner agrees at all times to indemnify, defend and hold Captain's Orders, Inc. harmless against all claims, actions, costs, damages, loss, or expenses of any kind whatsoever incurred by said Owner resulting from or arising from the negligent action of any other Owner who is utilizing any of Captain's Orders, Inc. facilities operated by Captain's Orders, Inc.
7. Storage customers may do repair or refinishing work on their own boats only, and such work shall be performed only in accordance with rules issued by Captain's Orders, Inc. Captain's Orders, Inc. must approve all outside contractors.
8. In case of an emergency, Owner authorizes Captain's Orders, Inc. to move said boat storage space to another.
9. Rules relating to winter storage will be posted by Captain's Orders, Inc. at the storage facility for boats in the storage facilities operated by Captain's Orders, Inc.
10. Captain's Orders, Inc. will be liable to Owner only for loss or damage suffered as result of the negligent act by an agent or employee of Captain's Orders, Inc. acting within the scope of his agency or employment.
11. Any claim for damage or loss suffered by the Owner to his person or to his boat or other property shall be reported by the Owner in writing to Captain's Orders, Inc. before his boat is taken from the premises and it is agreed that if such a report is not made then Owner waives all rights to pursue an alleged claim for damage or loss
12. The Owner further agrees that Captain's Orders, Inc. shall not be responsible for any loss or damage suffered by the Owner or to his boat or other property by theft, fire, accident, or otherwise except as stated above.

IN WITNESS WHEREOF, the parties have executed this agreement, when Owner completes and signs the enclosed contract form and returns it to Captain's Orders, Inc.

Captain's Orders, Inc. reserves the right to move inside winter storage boats to the outside May 1, 2010. All boats must be removed from winter storage by May 15, or additional fees will be charged from May 1.

Captain's Orders, Inc. Contract

Name_____

Address_____

City, State, Zip_____

Home Phone_____

Work Phone_____

Cell/Pager_____

I have read Captain's Orders, Inc. Rules and Regulations. I understand them thoroughly and agree to comply with them. If I fail to comply with these rules and regulations, I understand my storage privileges may be forfeited and any fees paid will not be returned, I certify that I am in compliance with all necessary licensing and registration and insurance coverage for my boat/trailer.

Signature_____ Date_____

Boat Information

Boat Name (If Applicable)_____ Registration#_____

Make_____ Model_____ Year_____

Power____ Sail____ Length_____ Beam_____ Draft_____ Color_____

ALL TRAILERS MUST BE REGISTERED/INSURED/PLATED

☞ Please send us or have your insurance company send us a copy of your insurance for the listed boat via fax or mail.